

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537693

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Computer Data Source LLC	FORMERLY Computer Data Source, Inc.	08/20/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Crystal Financial LLC		
Street Address:	Two International Place		
Internal Address:	17th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4471295	CDS	
Registration Number:	5003967	RAYTRIX	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6172485000		
Email:	tmadmin@choate.com		
Correspondent Name:	Daniel L. Scales		
Address Line 1:	Two International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2011597-0027		
NAME OF SUBMITTER:	Daniel L. Scales		
SIGNATURE:	/daniel l. scales/		
DATE SIGNED:	08/22/2019		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of August 20, 2019, is made by Computer Data Source LLC (f/k/a Computer Data Source, Inc.), a Delaware limited liability company ("Grantor"), in favor of Crystal Financial LLC, as administrative agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

Grantor has executed and delivered a Guaranty and Security Agreement, dated as of August 20, 2019, with and in favor of Administrative Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"). Grantor has pledged and granted to Administrative Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Administrative Agent a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto but excluding any intent-to-use United States trademark applications or servicemark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office; all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Recordation. Grantor authorizes the Commissioner for Trademarks and any government officials to record and register this Agreement.

4. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Administrative Agent in connection with the Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Security Agreement (and all rights and remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

5. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

7. Termination. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the Payment in Full of the Obligations and the termination of all commitments to extend credit in connection therewith, in each case, in accordance with the terms of the Credit Agreement.

8. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.


[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

COMPUTER DATA SOURCE LLC,
as Grantor

By: *Michael McKee*
Name: Michael McKee
Title: Chief Financial Officer

CRYSTAL FINANCIAL LLC,
as Administrative Agent

By: 
Name: Rebecca Tarby
Title: Managing Director

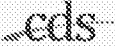
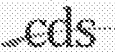

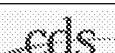
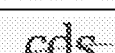
[Signature Page - Trademark Security Agreement]

TRADEMARK
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SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Owner	Jurisdiction	Reg. Date	Reg. No.
	Computer Data Source LLC	Australia	10-Oct-18	1491923
	Computer Data Source LLC	Canada	12-Feb-15	TMA896364
	Computer Data Source LLC	European Union	10-Feb-13	10247146
	Computer Data Source LLC	Japan	19-Sep-14	5703047
	Computer Data Source LLC	United States	21-Jan-14	4,471,295
RAYTRIX	Computer Data Source LLC	Australia	05-May-15	1645829
RAYTRIX	Computer Data Source LLC	Canada	11-Jul-17	975434
RAYTRIX	Computer Data Source LLC	European Union	12-May-16	13241153
RAYTRIX	Computer Data Source LLC	United States	19-Jul-16	5,003,967

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

- Pursuant to the V&T Technologies Pty. Ltd. SaaS Agreement, V&T Technologies was granted a nonexclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable and transferable license to use, copy, process, transmit, store, edit, modify, aggregate, combine, reproduce, distribute, display, perform, and prepare derivative works of the Data (as defined therein) in connection with the Services (as defined therein) and otherwise access, use or make reference to any Intellectual Property Rights (as defined therein) in the Data.
- Pursuant to the V&T Technologies Pty. Ltd. SaaS Agreement, V&T Technologies has a non-exclusive, royalty free, nontransferable and revocable license to use any of the Customer's Intellectual Property Rights (as such terms are defined therein) including any Pre-Existing Material (as such term is defined therein) as reasonably required for V&T Technologies to provide the Services (as such term is defined therein).
- Co-Existence Agreement between SEW-EUROPDRIVE GMBH & CO KG and CDS (as successor by merger to Computer Data Source, Inc.), dated January 13, 2018.

- Trademark Co-Existence Agreement between CDS (as successor by merger to Computer Data Source, Inc.) and Dr. Lennart Wietzke, dated April 18, 2016.